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CERTIFICATE OF INSURANCE

MULLIS · NEWBY · HURST LP

BONDS AND INSURANCE

16600 Dallas Parkway • Suite 300 • Dallas, Texas 75248
972.201.0100 • www.mnbins.com • Fax 972.201.0123

INSURED

NOW Specialties, Inc.
2122 Country Club Dr., Suite 300
Carrollton, TX 75006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Amerisure Mutual Insurance Co.

COMPANY LETTER B **Amerisure Insurance Company**

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	CPP20030710002	10/01/02	10/01/03	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS' PROT.				EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> Per Project Aggregate				FIRE DAMAGE (Any one fire)	\$ 100,000
	<input checked="" type="checkbox"/> Contractual Liability				MED. EXPENSE (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	CA20030700002	10/01/02	10/01/03	COMBINED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY					
B	EXCESS LIABILITY	CU20032050002	10/01/02	10/01/03	EACH OCCURRENCE	\$ 4,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC20030730002	10/01/02	10/01/03	<input checked="" type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$ 1,000,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EACH EMPLOYEE	\$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, TX
Swinerton Builders, its parent & affiliated companies, University of Houston System(Owner), its officials, directors, employees, representatives & volunteers, & Hellmuth, Obata+Kassabaum, Inc.(Architect) are Additional Insureds as respects General Liability, Automobile Liability. Coverage is primary and non-contributory where required by written contract. Waiver of Subrogation in favor of named Additional Insureds applies. 73
02095007 418536

CERTIFICATE HOLDER

CANCELLATION

**Swinerton Builders
55 Waugh Drive, Suite 1200
Houston, TX 77007**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~XXXXXX~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~XXXXXX~~

TE 99 01B

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM**

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Endorsement Effective	Policy Number
	CA 2003070 00
Named Insured	Countersigned by
ELWARD-NOLAN INC	

(Authorized Representative)

The provisions and exclusions that apply to LIABILITY COVERAGE also apply to this endorsement.

(Enter Name and Address of Additional Insured.)

BLANKET

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO NAME AS AN ADDITIONAL INSURED.

is an **insured**, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

The **additional insured** is not required to pay for any premiums stated in the policy or earned from the policy. Any return premium and any dividend, if applicable, declared by us shall be paid to you.

You are authorized to act for the **additional insured** in all matters pertaining to this insurance.

We will mail the **additional insured** notice of any cancellation of this policy. If the cancellation is by us, we will give ten days notice to the **additional insured**.

The **additional insured** will retain any right of recovery as a claimant under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS
COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the
BUSINESS AUTO COVERAGE FORM

BROAD FORM INSURED

Under Section II - LIABILITY COVERAGE, A. COVERAGE, 1. WHO IS AN INSURED is amended by the addition of the following:

- d. Any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain majority ownership or a majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However,
 - (1) coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - (2) coverage does not apply to accidents or loss that occurred before you acquired or formed the organization.
- e. Your employee while using a covered auto you do not own, lease, hire, rent or borrow and that is being used in connection with your business or your personal affairs.
- f. If you are a limited liability company, your members while using a covered auto you do not own, lease, hire, rent or borrow and that is being used in connection with your business or your personal affairs.

2. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under Section II - LIABILITY COVERAGE, A. COVERAGE, 2.a. - Supplementary Payments, Items (2) and (4) are deleted and replaced as follows:

- (2) Up to \$2500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an accident we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the insured at our request, including actual loss of earnings up to \$250 a day because of time off from work.

3. AMENDED FELLOW EMPLOYEE EXCLUSION

Under SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS, Paragraph 5. FELLOW EMPLOYEE is deleted and replaced by the following:

Bodily injury to any fellow employee of the insured arising out of and in the course of the fellow employee's employment. However, this exclusion does not apply to your employees that are officers or managers if the bodily injury results from the use of a covered auto you own or hire. Coverage is excess over any other collectible insurance.

4. HIRED AUTO PHYSICAL DAMAGE COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

If any of your owned covered autos are covered for Physical Damage, we will provide Physical Damage coverage to autos that you or your employees hire or borrow for the purpose of doing your work, subject to the following limit. Coverage also applies when the autos are hired or borrowed under the employee's own name.

- a. The most we will pay for any one covered accident or loss under this endorsement is \$35,000 or the actual cash value or cost of repair, whichever is less, minus a deductible for each covered auto that is equal to the largest deductible applicable to any owned auto for that coverage. No deductible applies to loss caused by fire or lightning.
- b. We will provide coverage equal to the broadest physical damage coverage applicable to any covered auto shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.
- c. When you are required by written contract to indemnify a lessor for actual financial loss because of loss of use of a hired auto resulting from a covered accident or loss, we will cover that financial loss subject to a maximum of \$500 per accident or loss.

Any auto that is leased, hired, rented or borrowed with a driver is not a covered auto.

5. EXTRA EXPENSE - BROADENED COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, the following is added:

We will pay reasonable and necessary expenses up to \$500 for the cost of returning a stolen covered auto to you.

6. RENTAL REIMBURSEMENT

Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE, item 4. Coverage Extension is deleted and replaced by the following:

4. Coverage Extension.

- a. We will pay up to \$50 per day to a maximum of \$1500 for transportation expense incurred by you because of covered loss. We will pay only for those covered autos for which you carry either Comprehensive, Specified Causes of Loss Coverage or Collision Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered loss and ending, regardless of the policy's expiration, when the covered auto is returned to use or we pay for its loss. This coverage is in addition to the otherwise applicable coverage you have on a covered auto. No deductibles apply to this coverage.

7. AIRBAG COVERAGE

Under SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS, Paragraph 2 b. is deleted and replaced by the following:

- b. We will not pay for loss caused by or resulting from any of the following unless caused by other loss that is covered by this insurance:
 - (1) Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
 - (2) Blowouts, punctures or other road damage to tires.

8. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Section III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

9. TWO OR MORE DEDUCTIBLES

Under Section III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE is amended to add the following:

When there is a loss to your covered auto insured for Collision Coverage, no deductible will apply if the loss was caused by a collision with another auto insured by us.

10. KNOWLEDGE OF ACCIDENT

Under SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS, the following is added to paragraph a.:

(4) Failure to report an accident promptly by any company owner, officer, principal or partner does not prejudice policy coverage when caused by failure of insured's employee to report or notify the owners, officer, principal or partner of the accident or of receipt of any documents in conjunction with any claim or suit.

11. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Under SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after accident or loss to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

12. KNOWLEDGE OF HAZARDS

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD is amended by the addition of the following:

Any knowledge of an error or omission in your representations will not invalidate or affect this Coverage Form. However, you must report such error or omission to us as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

13. HIRED AUTO - LIMITED WORLDWIDE COVERAGE

Under SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 7. POLICY PERIOD, COVERAGE TERRITORY is amended to add:

e. For covered autos of the private passenger type hired without a driver for a period of 30 days or less, the coverage territory is anywhere in the world provided that a suit for bodily injury or property damage is brought against the insured in the United States of America, its territories and possessions, Puerto Rico, or Canada.

THIS ENDORSEMENT CLOSSES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; however
2. The written contract or agreement must be:
 - (a) currently in effect or become effective during the term of this policy; and
 - (b) executed prior to the "bodily injury", "property damage", personal injury", or "advertising injury" giving rise to a claim under this policy; however, if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.
3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) "Your work" for that additional insured.Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.
2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.

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he insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

- The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
- Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary, in which case this insurance will be primary without contribution from such other insurance available to the additional insured.

REVIEW THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY EXTENSION ENDORSEMENT TEXAS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Under SECTION I - COVERAGE A., ITEM 2. EXCLUSIONS, provisions 1. through 5. of this endorsement amend the policy as follows:

1. LIQUOR LIABILITY

Exclusion c. is deleted.

2. NONOWNED WATERCRAFT

Exclusion g., subparagraph (2) is deleted and replaced with the following:

(2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

3. PREMISES ALIENATED

A. Exclusion j. subparagraph (2) is deleted.

B. The following paragraph is deleted from Exclusion j.:

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

4. PROPERTY DAMAGE LIABILITY - ELEVATORS AND SIDETRACK AGREEMENTS

A. Exclusion j. paragraphs (3), (4), and (6) do not apply to the use of elevators.

B. Exclusion k. does not apply to:

1. The use of elevators; or
2. Liability assumed under a sidetrack agreement.

5. PROPERTY DAMAGE LIABILITY - BORROWED EQUIPMENT

- A. Exclusion j., Item (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.
- B. With respect to any one borrowed equipment item, Paragraph A. above does not apply to "property damage" which exceeds \$25,000.

The insurance afforded by reason of provisions 1. through 5. of this endorsement is excess over any valid and collectible insurance (including any deductible) available to the insured whether primary, excess or contingent, and SECTION IV. OTHER INSURANCE, CONDITION 4. is changed accordingly.

6. CONTRACTUAL LIABILITY - PERSONAL AND ADVERTISING INJURY

Under SECTION I - COVERAGE B., ITEM 2 - Exclusions, paragraph a. (4) is deleted.

7. SUPPLEMENTARY PAYMENTS

Under SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, Items 2. and 4. are deleted and replaced with the following:

2. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including actual loss of earnings up to \$250 a day because of time off from work.

8. BROADENED WHO IS AN INSURED

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replaced with the following:

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the

course of his or her employment or performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services except as provided in Provision 8. of this endorsement.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only;

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

only with respect to you as such. That representative have all your rights and duties under this Coverage Form.

e. Your subsidiaries if:

- (1) They are legally incorporated entities; and
- (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

f. Any person or organization other than an architect, engineer, or surveyor, which requires in a "work contract" that such person or organization be made an insured under this policy. However, such person or organization shall be an insured only with respect to covered "bodily injury," "property damage," "personal injury" and "advertising injury" which results from "your work" under that "work contract."

The coverage afforded to such people or organization will continue only for a period of thirty (30) days after the effective date of the applicable "work contract" or, until the end of the policy term, whichever is earlier. However, if you report to us within the period the name of the person or organization, as well as the nature of the "work contract" involved, the coverage afforded under this Coverage Form to such people or organization shall continue until the expiration of this policy.

g. Any person or organization to whom you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the maintenance or use of that part of any premises leased to you.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy those premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such insured.

h. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

i. Any person or organization who is the lessor of equipment leased to you, but only with respect to their liability arising out of the maintenance, operation or use by you of such equipment.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" which takes place after the equipment lease expires; or
- (2) "Bodily injury" or "property damage" arising out of the sole negligence of that person or organization.

j. Any architect, engineer, or surveyor engaged by you but only with respect to

liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," "personal injury," or "advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

(1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specification; or

(2) Supervisory, inspection, or engineering services.

k. Any manager, owner, lessor, mortgagee, assignee or receiver of premises, including land leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises or land leased to you.

However, no such person or organization is an insured with respect to:

(1) Any "occurrence" which takes place after you cease to occupy that premises, or cease to lease the land; or

(2) Structural alteration, new construction or demolition operations performed by or on behalf of that person or organization.

3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability.

However, such person or organization is an insured with respect to:

a. "Bodily injury" to a co-employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

5. Any person or organization with whom you agreed, because of a written contract or agreement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.

- b. any express warrant unauthorized by you;
- c. any physical or chemical change in the product made intentionally by the vendor;
- d. repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- f. products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.

This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part of container, entering into, accompanying or containing such products.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

9. INCIDENTAL MALPRACTICE LIABILITY

A. Under WHO IS AN INSURED (Section III), paragraph 2.a. (1) (d) does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services.

B. This provision 9. does not apply:

1. If you are engaged in the business or occupation of providing any services referred to in A. above.
2. If the employee has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under SECTION II, LIMITS OF INSURANCE, provisions 10. and 11. of ~~id.~~ amend the policy as follows:

10. AGGREGATE LIMITS PER PROJECT

The General Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you.

11. INCREASED MEDICAL PAYMENTS

- A. Paragraph 7., the Medical Expense Limit is subject to all the terms of LIMITS OF INSURANCE (Section III) and is the higher of:
 1. \$10,000; or
 2. The amount shown in the Declarations for Medical Expense Limit.
- B. This provision 11. does not apply if Coverage C. MEDICAL PAYMENTS is excluded either by the provisions of the Coverage Form or by endorsement.

12. LEGAL LIABILITY (SPECIFIC PERILS)

- A. The word fire is changed to "specific perils" where it appears in:
 1. The Limits of Insurance section of the Declarations;
 2. The last paragraph of (Section I), COVERAGE A.2. Exclusions.
 3. SECTION IV, ITEM 4.b. of the Other Insurance condition;
- B. The limit of insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."
- C. The Fire Damage Limit in ITEM 6., LIMITS OF INSURANCE (Section III), is replaced by a new "Specific Peril" Limit which is the higher of:
 - (1) \$300,000; or
 - (2) the amount shown in the Declarations for Fire Damage Limit.

Fire Damage Legal Liability of COVERAGE A (Section II) is excluded by the provisions of the Coverage Form or by endorsement.

Under SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, provisions 13. through 17. of this endorsement amend the policy as follows:

13. KNOWLEDGE OF OCCURRENCE

ITEM 2. - Duties In The Event Of Occurrence, Offense, Claim, Or Suit - item a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. Knowledge of an "occurrence" or an offense by your employees shall not, in itself, constitute knowledge to you unless your partners, members, executive officers, directors, or managers shall have knowledge of the "occurrence" or offense. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

14. NOTICE OF OCCURRENCE

ITEM 2 - Duties In The Event Of Occurrence, Offense, Claim Or Suit, Paragraph e. is added as follows:

- e. If you report an "occurrence" to your workers' compensation insurer that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such "occurrence" to us at the time of "occurrence" shall not be deemed in violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you are made aware of the fact that this "occurrence" is a liability claim rather than a workers' compensation claim.

Item 6. - Re ~~ta~~ is deleted and replaced with the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any knowledge of an error or omission in the description of, or failure to completely describe any premises or operations intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises or operations. You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

16. WAIVER OF SUBROGATION

Item 8. - Transfer of Rights Of Recovery Against Others To Us - is deleted and replaced with the following:

- 8. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right-of-recovery we may have under this Coverage Form.

17. MOBILE EQUIPMENT REDEFINED

Under SECTION V - DEFINITIONS, item 11., "mobile equipment", paragraph F(1) (a)(b)(c) does

1,000 pounds gross vehicle weight

18. DEFINITIONS

SECTION V - DEFINITIONS is amended to add the following definitions:

20. "Specific Perils" means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or "water damage."
21. "Water damage" means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.
22. "Work contract" means a written agreement between you and one or more parties into which you enter for work to be performed by you or on your behalf.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 42 03 04 A
(Ed. 1-00)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium

The premium charge for this endorsement shall be 0.020 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium \$1,930

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective

Policy No.

Endorsement No.

Insured

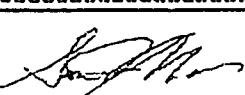
Premium \$

Insurance Company

Countersigned by

06/23/2003 MON 18:36 FAX 97221 23 Mullis Newby Hurst LP

002/016

CERTIFICATE OF INSURANCE				ISSUE DATE (MM/DD/YY)													
Certificate # 36048 762				06/23/03													
 <p>MULLIS NEWBY HURST LP</p> <p>BONDS AND INSURANCE</p> <p>16600 Dallas Parkway • Suite 300 • Dallas, Texas 75248 972.201.0100 • www.mnhins.com • Fax 972.201.0123</p>		<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p> <p>COMPANIES AFFORDING COVERAGE</p> <table border="0"> <tr> <td>COMPANY LETTER A</td> <td>Amerisure Mutual Insurance Co.</td> </tr> <tr> <td>COMPANY LETTER B</td> <td>Amerisure Insurance Company</td> </tr> <tr> <td>COMPANY LETTER C</td> <td></td> </tr> <tr> <td>COMPANY LETTER D</td> <td></td> </tr> <tr> <td>COMPANY LETTER E</td> <td></td> </tr> </table>			COMPANY LETTER A	Amerisure Mutual Insurance Co.	COMPANY LETTER B	Amerisure Insurance Company	COMPANY LETTER C		COMPANY LETTER D		COMPANY LETTER E				
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<p>INSURED</p> <p>NOW Specialties, Inc. 2122 Country Club Dr., Suite 300 Carrollton, TX 75006</p>																	
<p>COVERAGES</p> <p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																	
CO/TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
A	<p>GENERAL LIABILITY</p> <p><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> OWNERS & CONTRACTORS' PROP.</p> <p><input checked="" type="checkbox"/> For Project Aggregate</p> <p><input checked="" type="checkbox"/> Contractual Liability</p>	CPP20030710002	10/01/02	10/01/03	<table border="0"> <tr> <td>GENERAL AGGREGATE</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PRODUCTS-COMP/OP AGG.</td> <td>\$ 2,000,000</td> </tr> <tr> <td>PERSONAL & ADV. INJURY</td> <td>\$ 1,000,000</td> </tr> <tr> <td>EACH OCCURRENCE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>FIRE DAMAGE (Any one fire)</td> <td>\$ 100,000</td> </tr> <tr> <td>MDL. EXPN/3rd (Any one person)</td> <td>\$ 10,000</td> </tr> </table>	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS-COMP/OP AGG.	\$ 2,000,000	PERSONAL & ADV. INJURY	\$ 1,000,000	EACH OCCURRENCE	\$ 1,000,000	FIRE DAMAGE (Any one fire)	\$ 100,000	MDL. EXPN/3rd (Any one person)	\$ 10,000
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A	<p>AUTOMOBILE LIABILITY</p> <p><input checked="" type="checkbox"/> ANY AUTO</p> <p><input type="checkbox"/> ALL OWNED AUTOS</p> <p><input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p> <p><input checked="" type="checkbox"/> NON-OWNED AUTOS</p> <p><input type="checkbox"/> GARAGE LIABILITY</p>	CA20030700002	10/01/02	10/01/03	<table border="0"> <tr> <td>COMBINED SINGLE LIMIT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DODLY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td>DODLY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE</td> <td>\$</td> </tr> </table>	COMBINED SINGLE LIMIT	\$ 1,000,000	DODLY INJURY (Per person)	\$	DODLY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
COMBINED SINGLE LIMIT	\$ 1,000,000																
DODLY INJURY (Per person)	\$																
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PROPERTY DAMAGE	\$																
B	<p>EXCESS LIABILITY</p> <p><input checked="" type="checkbox"/> UMBRELLA FORM</p> <p><input type="checkbox"/> OTHER THAN UMBRELLA FORM</p>	CU20032050002	10/01/02	10/01/03	<table border="0"> <tr> <td>EACH OCCURRENCE</td> <td>\$ 4,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$ 4,000,000</td> </tr> </table>	EACH OCCURRENCE	\$ 4,000,000	AGGREGATE	\$ 4,000,000								
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A	<p>WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY</p>	WC20030730002	10/01/02	10/01/03	<table border="0"> <tr> <td><input checked="" type="checkbox"/> STATUTORY LIMITS</td> <td></td> </tr> <tr> <td>EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DISEASE-POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>DISEASE-EACH EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> STATUTORY LIMITS		EACH ACCIDENT	\$ 1,000,000	DISEASE-POLICY LIMIT	\$ 1,000,000	DISEASE-EACH EMPLOYEE	\$ 1,000,000				
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<p>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, TX Swinerton Builders, its parent & affiliated companies, University of Houston System(Owner), its officials, directors, employees, representatives & volunteers, & Helmuth, Obata+Kassabaum, Inc. (Architect) are Additional Insureds as respects General Liability, Automobile Liability. Coverage is primary and non-contributory where required by written contract. Waiver of Subrogation in favor of named Additional Insureds applies.</p>																	
<p>CERTIFICATE HOLDER</p> <p>Swinerton Builders 55 Waugh Drive, Suite 1200 Houston, TX 77007</p> <p>73526 468536 22-095207</p>		<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p></p>															

CERTIFICATE OF INSURANCE

Certificate # 35048

ISSUE DATE (MM/DD/YY)
762 11/11/04

MULLIS • NEWBY • HURST LP

BONDS AND INSURANCE

16600 Dallas Parkway • Suite 300 • Dallas, Texas 75248
972.201.0100 • www.mnhls.com • Fax 972.201.0123

INSURED

NOW Specialties, Inc.
2122 Country Club Dr., Suite 300
Carrollton, TX 75006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A Amerisure Mutual Insurance Co.

COMPANY LETTER B Amerisure Insurance Company

COMPANY LETTER C

COMPANY LETTER D

COMPANY LETTER E

COVERAGE

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					GENERAL AGGREGATE	\$ 2,000,000
A	GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PERSONAL & ADV. INJURY	\$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> OWNERS & CONTRACTORS' PROT. Per Project Aggregate				FIRE DAMAGE (Any one fire)	\$ 300,000
	<input checked="" type="checkbox"/> Contractual Liability				MED. EXPENSE (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY	CPP2003071	10/01/04	10/01/05	COMPARED SINGLE LIMIT	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				DAILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				DAILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input checked="" type="checkbox"/> HIRED AUTOS				EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> NON-OWNED AUTOS				AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> GARAGE LIABILITY				<input checked="" type="checkbox"/> STATUTORY LIMITS	
B	EXCESS LIABILITY	CA2003070	10/01/04	10/01/05	EACH ACCIDENT	\$ 1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				DISEASE-POLICY LIMIT	\$ 1,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE-EACH EMPLOYEE	\$ 1,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC2003073	10/01/04	10/01/05		
	OTHER					

u/H Clear lake ct# 468535

University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, TX

Swinerton Builders, its parent & affiliated companies, University of Houston System (Owner), its officials, directors, employees, representatives & volunteers, &

Hellmuth, Obata+Kassabaum, Inc. (Architect) are Additional Insureds as respects General Liability, Automobile Liability. Coverage is primary and non-contributory where required by written contract. Waiver of Subrogation in favor of named Additional Insureds applies.

CERTIFICATE HOLDER

CANCELLATION

Swinerton Builders
55 Waugh Drive, Suite 1200
Houston, TX 77007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**TEXAS
CONTRACTOR'S BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

All of the terms, provisions, exclusions, and limitations of the coverage form apply except as specifically stated below.

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization, called an additional insured in this endorsement:

1. Whom you are required to add as an additional insured on this policy under a written contract or agreement relating to your business; however
2. The written contract or agreement must be:
 - (a) Currently in effect or become effective during the term of this policy; and
 - (b) Executed prior to the "bodily injury", "property damage", "personal injury", or "advertising injury" giving rise to a claim under this policy; however, if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing within 30 days from such commencement and with customers whose customary contracts require they be named as additional insureds, we will provide additional insured status as specified in this endorsement.
3. If the additional insured is:
 - (a) An individual, their spouse is also an additional insured.
 - (b) A partnership or joint venture, members, partners, and their spouses are also additional insureds.
 - (c) A limited liability company, members and managers are also additional insureds.
 - (d) An organization other than a partnership, joint venture or limited liability company, executive officers and directors of the organization are also additional insureds. Stockholders are also additional insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - (a) Premises you own, rent, lease, or occupy, or
 - (b) "Your work" for that additional insured.

Premises, as respects this provision, shall include common or public areas about such premises if so required in the written contract or agreement.

2. The limits of insurance applicable to the additional insured are the least of those specified in the written contract or agreement or in the Declarations for this policy. If you also carry an Umbrella policy, and the written contract or agreement requires that the additional insured status also apply to such Umbrella policy, the limits of insurance applicable to the additional insured under this policy shall be those specified in the Declarations of this policy. The limits of insurance applicable to the additional insured are inclusive of and not in addition to the limits of insurance shown in the Declarations.

The insurance provided to the additional insured does not apply to "bodily injury", "property damage", "personal injury", or "advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including but not limited to:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, design specifications; and
2. Supervisory, inspection, or engineering services.

Any coverage provided in this endorsement is excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent, or on any other basis unless the written contract, agreement, or certificate of insurance requires that this insurance be primary. In which case this insurance will be primary without contribution from such other insurance available to the additional insured.

CERTIFICATE OF INSURANCE

Certificate # 3544

ISSUE DATE (MM/DD/YY)
09/23/04

MULLIS · NEWBY · HURST LP

BONDS AND INSURANCE
16600 Dallas Parkway • Suite 300 • Dallas, Texas 75248
972.201.0100 • www.mnhins.com • Fax 972.201.0123

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COMPANY LETTER A Amerisure Mutual Insurance Co.

COMPANY LETTER B Amerisure Insurance Company

COMPANY
LETTER

COMPANY
LETTER

COMPANY
LETTER

INSURED

NOW Specialties, Inc.

**2122 Country Club Dr., Suite 300
Carrollton, TX 75006**

RECEIVED
SEP 27 2004

Lyda Swinerton

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

DESCRIPTION OF OPERATIONS/ LOCATIONS/ VEHICLES/ SPECIAL ITEMS University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, TX

SWINERTON BUILDERS, INC. - 1000 SWINERTON AVENUE, SUITE 100, HOUSTON, TEXAS 77002

Hellmuth, Obata+Kassabaum, Inc.(Architect) are Additional Insureds as respects General Liability, Automobile Liability. Coverage is primary and non-contributory where

CERTIFICATE HOLDER

ACKNOWLEDGMENT

Swinerton Builders
55 Waugh Drive, Suite 1200
Houston, TX 77007

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

MULLIS · NEWBY · HURST LP

BONDS AND INSURANCE

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COMPANY LETTER A Amerisure Mutual Insurance Co.

COMPANY LETTER **B** Amerisure Insurance Company

COMPANY
LETTER C

COMPANY LETTER D

COMPANY LETTER E

THE BOSTONIAN

RECEIVED

SWINERTON BUILDERS

COVERAGES

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CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS' PROT. <input checked="" type="checkbox"/> Per Project Aggregate <input checked="" type="checkbox"/> Contractual Liability	CPP2003071	10/01/03	10/01/04	GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG.	\$ 2,000,000
					PERSONAL & ADV. INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 300,000
					MED. EXPENSE (Any one person)	\$ 10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	CA2003070	10/01/03	10/01/04	COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CU2003205	10/01/03	10/01/04	EACH OCCURRENCE	\$ 4,000,000
					AGGREGATE	\$ 4,000,000
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WC2003073	10/01/03	10/01/04	<input checked="" type="checkbox"/> STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS University of Houston-Clear Lake, 2700 Bay Area Blvd., Houston, TX
Swinerton Builders, its parent & affiliated companies, University of Houston System(Owner), its officials, directors, employees, representatives & volunteers, & Hellmuth, Obata+Kassabaum, Inc.(Architect) are Additional Insureds as respects General Liability, Automobile Liability. Coverage is primary and non-contributory when required by written contract. Waiver of Subrogation in favor of named Additional Insureds applies.

CERTIFICATE HOLDER

CANCELLATION

**Swinerton Builders
55 Waugh Drive, Suite 1200
Houston, TX 77007**

13526

02015007
468535

AUTHORIZED REPRESENTATIVE



2

ACORD CERTIFICATE OF LIABILITY INSURANCE					DATE (MM/DD/YY) 06/06/2003
PRODUCER VECELLIO INSURANCE AGCY 5177 Richmond, Suite 672		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
Houston, TX 77056-6736		INSURERS AFFORDING COVERAGE			
INSURED PYRAMID WATERPROOFING, INC P.O. BOX 16069 HOUSTON, TX 77222-6069		INSURER A: NATIONAL FIRE INS CO OF HARTFORD			
		INSURER B: VALLEY FORGE INSURANCE COMPANY			
		INSURER C: CONTINENTAL CASUALTY COMPANY			
		INSURER D: SCOTTSDALE INSURANCE COMPANY			
		INSURER E:			
COVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR 1 TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> \$5000 PD DED	TCP2068279955	01/27/03	01/27/04	EACH OCCURRENCE \$ 1,000,000. FIRE DAMAGE (Any one fire) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 1,000,000.
	GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BUA2068279731	01/27/03	01/27/04	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GENARAL LIABILITY <input type="checkbox"/> ANY AUTO				
C	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	CUP2068279695	01/27/03	01/27/04	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000. \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
B	WC2068279549	01/27/03	01/27/04	X WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.	
D	OTHER EXCESS LIA A BLDGS RISK/ INSTALLATION FL.	XLS0016387 TCP2068279955	02/14/03 01/27/03	01/27/04 01/27/04	\$ 4,000,000 OCC/AGG \$ 2,000,000 ANY JOBSITE \$ 100,000 IN TRANSIT
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS RE: UNIVERSITY OF HOUSTON, CLEAR LAKE STUDENT SERVICES PROJECT-JOB#02095007 GENERAL LIABILITY-CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER ATTACHED ADDENDUM FORM G-140331-A <i>(625-795-46486)</i>					

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
SWINERTON BUILDERS CO. 55 WAUGH DR. SUITE 1200 HOUSTON, TX 77007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE <i>Michael L. L. L.</i>	



Policy #: TCP2068279955
NAME, INSURED: PYRAMID WATERPROOFING INC.

06/05/2003

G-140331-A
(Ed. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Designated Project:**

Swinerton Builders, its parent and affiliated companies, The Owner, et al. Hellmuth, Obata & Kassabaum, Inc. and other parties as required by Owner and/or construction activities.

UNIVERSITY OF HOUSTON CLEARLAKE

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. **WHO IS AN INSURED (Section II)** is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **DEFINITIONS (Section V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:
 - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

ACORD CERTIFICATE OF LIABILITY INSURANCE				DATE (MM/DD/YY) 06/06/2003	
PRODUCER VECELLIO INSURANCE AGCY 5177 Richmond, Suite 672 Houston, TX 77056-6736		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED PYRAMID WATERPROOFING, INC P.O. BOX 16069 HOUSTON, TX 77222-6069		INSURERS AFFORDING COVERAGE			
		INSURER A. NATIONAL FIRE INS CO OF HARTFORD			
		INSURER B. VALLEY FORGE INSURANCE COMPANY			
		INSURER C. CONTINENTAL CASUALTY COMPANY			
		INSURER D. SCOTTSDALE INSURANCE COMPANY			
		INSURER E.			
OVERAGES					
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
SR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TCP2068279955	01/27/03	01/27/04	EACH OCCURRENCE \$ 1,000,000. FIRE DAMAGE (Any one fire) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OPP AGG \$ 1,000,000.
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BUA2068279731	01/27/03	01/27/04	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	CUP2068279695	01/27/03	01/27/04	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AGG \$
D	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	WC2068279549	01/27/03	01/27/04	EACH OCCURRENCE \$ 1,000,000. AGGREGATE \$ 1,000,000. \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	XLS0016387 TCP2068279955	02/14/03 01/27/03	01/27/04 01/27/04	<input checked="" type="checkbox"/> WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000. E.L. DISEASE - EA EMPLOYEE \$ 1,000,000. E.L. DISEASE - POLICY LIMIT \$ 1,000,000.
A	OTHER EXCESS LIA BLDG'S RISK/ INSTALLATION FL.				\$ 4,000,000 OCC/AGG \$ 2,000,000 ANY JOBSITE \$ 100,000 IN TRANSIT
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
RE: UNIVERSITY OF HOUSTON, CLEAR LAKE STUDENT SERVICES PROJECT-JOB#02095007 GENERAL LIABILITY-CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER ATTACHED ADDENDUM FORM G-140331-A <i>JH-DAM500</i> <i>CH</i> <i>464 SLY</i>					

CERTIFICATE HOLDER	ADDITIONAL INSURED: INSURER LETTER:	CANCELLATION
SWINERTON BUILDERS CO. 55 WAUGH DR. SUITE 1200 HOUSTON, TX 77007		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE <i>Mark D. Swinerton</i>

ACORD TM CERTIFICATE - LIABILITY INSURANCE					DATE (MM/DD/YY) 03/02/2004
INSURER VECELLIO INSURANCE AGCY 5177 RICHMOND AVE, #672 NEW		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED PYRAMID WATERPROOFING INC P.O. BOX 16069 HOUSTON, TX 77056-6736		INSURERS AFFORDING COVERAGE INSURER A: TRANSPORTATION INSURANCE COMPANY INSURER B: VALLEY FORGE INSURANCE COMPANY INSURER C: NATIONAL UNION FIRE INS CO OF PA INSURER D: INSURER E:			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
ISR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	TCP2068279955	01/27/04	01/27/05	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	X XCU GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	BUA2068279731	01/27/04	01/27/05	COMBINED SINGLE LIMIT (Ex accident) \$ 1,000,000. BODY INJURY (Per person) BODY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	GARAGE LIABILITY ANY AUTO	BE5684289	01/27/04	01/27/05	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY X OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	X DEDUCTIBLE X RETENTION \$ 10,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC2068279549	01/27/04	01/27/05	X WORKERS' COMPENSATION LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	OTHER INSTALL FLOATER CONTRACTOR EQUIP	TCP2068279955 TCP2068279955	01/27/04 01/27/04	01/27/05 01/27/05	\$2MM BLANKET - \$5000 DED RENTED/LEASED - \$200,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: UNIVERSITY OF HOUSTON - CLEAR LAKE <i>J#020095007</i> - <i>4#464868</i> CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.					
CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED; INSURER LETTER:		CANCELLATION			
SWINERTON BUILDERS 55 WAUGH DRIVE #1200 HOUSTON, TEXAS 77007			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
			AUTHORIZED REPRESENTATIVE <i>Michael Vescellio</i>		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MAR-24-2004 10:30AM FROM-SWINERTON BUILDERS-UHCL

+2814610828

T-655 P 003/004 F-743

ACORD CERTIFICATE		LIABILITY INSURANCE	DATE (MM/DD/YY) 03/02/2004
PRODUCER VECELLIO INSURANCE AGCY 5177 RICHMOND AVE, #672		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
HOUSTON, TX 77056-6736		INSURERS AFFORDING COVERAGE	
INSURED PYRAMID WATERPROOFING INC P.O. BOX 16069 HOUSTON, TX 77222-6069 713-699-4777		INSURER A: TRANSPORTATION INSURANCE COMPANY	
		INSURER B: VALLEY FORGE INSURANCE COMPANY	
		INSURER C: NATIONAL UNION FIRE INS CO OF PA	
		INSURER D:	
		INSURER E:	

COVERAGE

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

SR TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Per one fire) \$ 50,000 MED EXP (Any one doctor) \$ 5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL, AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> XCU GENL AGGREGATE UNIT APPLIES PER/	TCP2068279955	01/27/04	01/27/05	
	POLICY <input checked="" type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos				COMBINED SINGLE UNIT (Ex accident) \$1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AGG \$
B		BUA2068279731	01/27/04	01/27/05	
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	BE5684289	01/27/04	01/27/05	
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	WC2068279549	01/27/04	01/27/05	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER EL, EACH ACCIDENT \$1,000,000 EL, DISEASE - EA EMPLOYEE \$1,000,000 EL, DISEASE - POLICY LIMIT \$1,000,000
A	OTHER <input checked="" type="checkbox"/> INSTALL FLOATER CONTRACTOR EQUIP	TCP2068279955 TCP2068279955	01/27/04 01/27/04	01/27/05 01/27/05	\$2MM BLANKET - \$5000 DED RENTED/LEASED - \$200,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

RE: UNIVERSITY OF HOUSTON- CLEAR LAKE *J#0209500*
 CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT
 WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY
 ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION IN
 FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER <input checked="" type="checkbox"/> ADDITIONAL INSURED: (INITIAL LETTER)	CANCELLATION	
SWINERTON BUILDERS 55 WAUGH DRIVE #1200 HOUSTON, TEXAS 77007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
	AUTHORIZED REPRESENTATIVE - <i>Michael Vecellio</i>	



For All the Commitments You Make®

Policy No. TCP2068279J55

Named Insured: PYRAMID WATERPROOF,

06/05/2003

G-140331-A
(Ed. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Designated Project:**

Swinerton Builders, its parent and
affiliated companies, The Owner, et al.
Hellmuth, Obata & Kassabaum, Inc. and
other parties as required by Owner
and/or construction activities.

UNIVERSITY OF HOUSTON CLEARLAKE



(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under **EXCLUSIONS (Section V)** do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, appraising, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:

1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

MAR-24-2004 10:46AM FROM-SWINERTON B" RS-UHCL

+2814610828

T-656 P.002/003 F-744

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/YY/TT)
INSURER		03/02/2004
VECELLIO INSURANCE AGCY 5177 RICHMOND AVE, #672 HOUSTON, TX 77056-6736		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERNS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED PYRAMID WATERPROOFING INC P.O. BOX 16069 HOUSTON, TX 77222-6069 713-699-4777		INSURERS AFFORDING COVERAGE
		INSURER A: TRANSPORTATION INSURANCE COMPANY INSURER B: VALLEY FORGE INSURANCE COMPANY INSURER C: NATIONAL UNION FIRE INS CO OF PA INSURER D: INSURER E:

OVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					PER	PER
	GENERAL LIABILITY				EACH OCCURRENCE	\$ 1,000,000
A	COMMERCIAL GENERAL LIABILITY X CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TCP2068279955	01/27/04	01/27/05	FIRE DAMAGE (Any one fire)	\$ 50,000
	X XCU				MED EXP (Any one person)	\$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PROJ. <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE UNIT (Per accident)	\$ 1,000,000
B	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS NON-OWNED AUTOS	BUA2068279731	01/27/04	01/27/05	BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
					AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN EA ACC AUTO ONLY: ACC	\$
C	ANY AUTO X OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE X RETENTION \$ 10,000	BB5684289	01/27/04	01/27/05	EACH OCCURRENCE	\$ 5,000,000
					AGGREGATE	\$ 5,000,000
						\$
						\$
						\$
A	WORKERS COMPENSATION AND EMPLOYER LIABILITY	WC2068279549	01/27/04	01/27/05	X WC STATUTORY LIMITS	OTHER
					EL EACH ACCIDENT	\$ 1,000,000
					EL DISEASE - EA EMPLOYEE	\$ 1,000,000
					EL DISEASE - POLICY LIMIT	\$ 1,000,000
A	INSTALL FLOATER CONTRACTOR EQUIP	TCP2068279955 TCP2068279955	01/27/04 01/27/04	01/27/05 01/27/05	\$2MM BLANKET - \$5000 DED RENTED/LEASED - \$200,000	

INSCRIPTION OF OPERATIONS LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

RE: UNIVERSITY OF HOUSTON - CLEAR LAKE
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT, BUT ONLY FOR LIABILITY ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED. WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER	X ADDITIONAL INSURED: INSURER LETTER	CANCELLATION
SWINERTON BUILDERS 55 WAUGH DRIVE #1200 HOUSTON, TEXAS 77007		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREON, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE: <i>Michael Vecellio</i>

MAR-24-2004 11:03AM FROM-SWINERTON B*** 3-UHCL +2814610828 T-657 P.002/002 F-745
CNA NAME: INSURED: PYRAMID WATERPROOFING INC. G-140331-A
 For All the Commitment You Make! (Ed. 01/01)

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Designated Project:

Swinerton Builders, its parent and affiliated companies, The Owner, et al. Hellmuth, Obata & Kassabaum, Inc. and other parties as required by Owner and/or construction activities.

UNIVERSITY OF HOUSTON CLEARLAKE

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

- A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:
 - 1. Currently in effect or becoming effective during the term of this policy; and
 - 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".
- B. The insurance provided to the additional insured is limited as follows:
 - 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
 - 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
- C. The coverage provided to the additional insured by this endorsement and paragraph 1. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.
- D. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:
 - a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.
- E. As respects the coverage provided under this endorsement, SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS are amended as follows:
 - 1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

MAR-24-2004 11:03AM FROM-SWINERTON BLD RS-UHCL

+2814610828

T-657 P.001/002 F-745



**Swinerton Builders
University of Houston Clear Lake**

2700 Bay Area Blvd., MC #136

Houston, Texas 77058

PHONE: 281.461.0890

FAX: 281.461.0828

FACSIMILE TRANSMISSION

DATE: 3-24-04

TO: Eloisa

FAX:

FROM: Sandy

MESSAGE

Number of pages (including cover sheet):